Supreme Court, U.S.
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No. ——

In the Supreme Court of the United States

JACADA (EUROPE), LTD., f/k/a
CLIENT/SERVER TECHNOLOGY (EUROPE), LTD.,
Petitioner,

v.

INTERNATIONAL MARKETING STRATEGIES, INC.,
Respondent.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Sixth Circuit

PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

1. Whether the Court of Appeals improperly expanded federal subject matter jurisdiction by going beyond the clear language of Section 202 of the Federal Arbitration Act, 9 U.S.C. § 202, and instead ruling that the court could "craft" a "general definition" from that statute as to whether an arbitration award is "domestic" and thus vests the court with jurisdiction.

2. Whether the Court of Appeals' ruling as to the broad preemptive reach of the Federal Arbitration Act, such that the parties' agreed-to choice of state law is automatically ignored as to the standard of review of the arbitration award, conflicts with this Court's prior rulings and exemplifies confusion among parties, academics and the courts on a recurring issue.

3. Whether the Court of Appeals' affirmance of an arbitration award which disregarded the parties' contractual limitation of liability provision in express and manifest disregard of the law abandons this Court's established standards for judicial oversight of arbitral rulings.

PARTIES TO THE PROCEEDING and RULE 29.6 STATEMENT

Petitioner Jacada (Europe), Ltd. f/k/a Client/Server Technology (Europe), Ltd. ("CST") is wholly owned by Jacada Ltd., an Israeli corporation. Respondent is International Marketing Strategies, Inc., a Michigan corporation.

TABLE OF CONTENTS

Page

QUESTIONS PRESENTED i

PARTIES TO THE PROCEEDING and
RULE 29.6 STATEMENT ii

TABLE OF CONTENTS iii

TABLE OF AUTHORITIES vi

INTRODUCTORY PRAYER FOR RELIEF 1

OPINIONS BELOW 1

JURISDICTION 1

RELEVANT STATUTES AND TREATIES 1

STATEMENT OF THE CASE 3

REASONS FOR GRANTING THE WRIT 7

A. THE CIRCUIT COURT INAPPROPRIATE EXPANDED THE SCOPE OF FEDERAL SUBJECT MATTER JURISDICTION BY CRAFTING A GENERAL STANDARD FORM 9 U.S.C. § 202 CONTRARY TO THE PLAIN LANGUAGE OF THE STATUTE 7

B. THE FAA DOES NOT AUTOMATICALLY PREEMPT STATE LAW AS TO THE STANDARD OF REVIEW OF AN ARBITRATION AWARD 19

C. THIS COURT SHOULD NOT ENDORSE THE VIEW THAT FLAGRANT DISREGARD OF CONTRACTUAL PROVISIONS BY ARBITRATORS MEETS MUSTER UNDER THE FAA 25

CONCLUSION 29

APPENDIX

Appendix A - Sixth Circuit Order Denying Rehearing *En Banc* dated 5/27/05 . . . . . 1a

Appendix B - Sixth Circuit Opinion dated 3/18/05 . . . . . 3a

Appendix C - District Court Opinion dated 3/31/03 . . . . . 35a

Appendix D - District Court Opinion dated 10/22/03 . . . . . 49a

Appendix E - American Arbitration Association Award dated 4/3/01 . . . . . 66a

Appendix F - Convention of the Recognition and Enforcement of Foreign Arbitral Awards 75a

Appendix G - Federal Arbitration Act Provisions . 85a

Appendix H - Distribution Agreement 89a

Appendix I - Foreign Arbitral Awards Senate Report 110a

Appendix J - Law Review Articles 138a

TABLE OF AUTHORITIES

Cases — Page

ASW Allstate Painting & Const. Co., Inc. v. Lexington Ins. Co.,
188 F.3d 307 (5th Cir. 1999) 20

Beacon Journal Pub. Co. v. Akron Newspaper Guild,
114 F.3d 596 (6th Cir. 1997) 27

Bedroc Ltd. v. U.S.,
541 U.S. 176, 124 S.Ct. 1587,
158 L.Ed.2d 338 (2004) 10

Bergesen v. Joseph Muller Corp.,
548 F.Supp. 650 (S.D.N.Y. 1982),
710 F.2d 928 (2d Cir. 1983) . . . . . *passim*

Bush v. Lucas,
462 U.S. 367, 103 S.Ct. 2404,
76 L.Ed.2d 648 (1983) 27

Coutinho Caro & Co. U.S.A., Inc. v. Marcus Trading, Inc.,
2000 WL 435566 (D.Conn. 2000) 8, 16

Del Piano v. Merrill Lynch, Pierce, Fenner & Smith, Inc.,
859 A.2d 742, 372 N.J. Super 503 (2004) 24

Doctor's Associates, Inc. v. Casarotto,
517 U.S. 681, 116 S.Ct. 1652,
134 L.Ed.2d 902 (1996) 23

E.E.O.C. v. [illegible] House, Inc.,
534 U.S. 2[illegible] 122 S.Ct. 754,
151 L.Ed.2d 755 (2002) 24

Ekstrom v. Value Health, Inc.,
68 F.3d 1391 (D.C. Cir. 1995) 20

Federated Dept. Stores, Inc. v. J.V.B. Industries, Inc.,
894 F.2d 862 (6th Cir. 1990) 26

Ferro Corp. v. Garrison Industries, Inc.,
142 F.3d 926 (6th Cir. 1998) 23

Goff Group Inc. v. Greenwich Ins. Co.,
231 F.Supp.2d 1147 (M.D. Ala. 2002) 23

Green Tree Financial Corp. v. Bazzle,
539 U.S. 444, 123 S.Ct. 2402,
156 L.Ed.2d 414 (2003) 24

Howsam v. Dean Witter Reynolds, Inc.,
537 U.S. 79, 123 S.Ct. 588,
154 L.Ed.2d 491 (2002) 24

Industrial Risk Insurers v. M.A.N. Gutehoffnungshutte GmbH,
141 F.3d 1434 (11th Cir. 1998) 13, 16

Jain v. de Mere,
51 F.3d 686 (7th Cir. 1995) 16

Kokkonen v. Guardian Life Ins. Co. of America,
511 U.S. 375, 114 S.Ct. 1673,
128 L.Ed.2d 391 (1994) 7, 9

Lander Co. v. MMP Invs., Inc.,
107 F.3d 476 (7th Cir. 1997) 8

Ledee v. Ceramiche Ragno,
684 F.2d 184 (1st Cir. 1982) 16

Lexecon Inc. v. Milberg Weiss Bershad Hynes & Lerach,
523 U.S. 26, 118 S.Ct. 956,
140 L.Ed.2d 62 (1998) 13-14

L.L.T. Int'l, Inc. v. MCI Telecommunications Corp.,
18 F.Supp.2d 349 (S.D.N.Y. 1998) 28

Marbury v. Madison,
5 U.S. (1 Cranch) 137 (1803) 27

Mastrobuono v. Shearson Lehman Hutton, Inc.,
514 U.S. 52, 115 S. Ct. 1212,
131 L. Ed. 2d 76 (1995) . . . . . *passim*

Ministry of Defense of the Islamic Republic of Iran v. Gould, Inc.,
887 F.2d 1357 (9th Cir. 1989) 16

Moore v. OmniCare, Inc., __ P.3d __,
2005 WL 1705827 (Idaho 2005) 24

Nationwide Mut. Ins. Co. v. Darden,
503 U.S. 318, 112 S.Ct. 1344,
117 L.Ed.2d 581 (1992) 10

Neder v. U.S.,
527 U.S. 1, 119 S.Ct. 1827,
144 L.Ed.2d 35 (1999) 10

Public Service Credit Union v. Ernest,
988 F.2d 627 (6th Cir. 1993) 20

Roadway Package Sys. v. Kayser,
257 F.3d 287 (3d Cir. 2001) 21, 23, 24

Ruhrgas AG v. Marathon Oil Co.,
526 U.S. 574, 199 S.Ct. 1563,
143 L.Ed.2d 760 (1999) 18-19

Security Ins. Co. of Hartford v. TIG Ins. Co.,
360 F.3d 322 (2d Cir. 2004) 20

Steel Co. v. Citizens for a Better Environment,
523 U.S. 83, 118 S.Ct. 1003,
140 L.Ed.2d 210 (1998) 19

United Steelworkers of America, AFL-CIO-CLC v. Weber,
443 U.S. 193, 99 S.Ct. 2721,
61 L.Ed.2d 480 (1979) 15

United Steelworkers of America v. Enterprise Wheel & Car Corp., 363 U.S. 593, 80 S.Ct. 1358,
4 L.Ed.2d 1424 (1960) 28

Volt Information Sciences, Inc. v. Board of Trustees of Leland Stanford Junior University,
489 U.S. 468, 109 S.Ct. 1248,
103 L.Ed.2d 488 (1989) . . . . . *passim*

Whitfield v. U.S.,
543 U.S. ___, 125 S.Ct. 687,
160 L.Ed.2d 611 (2005) 10

Wilko v. Swan,
346 U.S. 427, 74 S.Ct. 182,
98 L.Ed. 168 (1953) 25

Statutes

New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards,
June 10, 1958,
21 U.S.T. 2517, 330 U.N.T.S. 38 . . . . . *passim*

9 U.S.C. § 202 . . . . . *passim*

9 U.S.C. § 203 . . . . . 5, 7

9 U.S.C. § 205 5

9 U.S.C. § 207 . . . . . 12, 14

28 U.S.C. § 1254(1) 1

Other

Note, *An Unnecessary Choice of Law: Volt, Mastrobuono, and Federal Arbitration Act Preemption*,
115 HARV. L. REV. 2250 (June 2002) 20

Albert Jan van den Berg, *When Is An Arbitral Award Nondomestic Under the New York Convention of 1958?*
6 PACE L.REV. 25 (1985) 11, 12, 13, 16, 18

Gross, *Over-Preemption Of State Vacatur Law: State Courts And The FAA*,
3 J. AM. ARB. 1 (2004) 22, 23, 24

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